

Appendix C – Operation and Maintenance Plan

**PSA# - Operations & Maintenance
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This Standard Professional Services Agreement ("Agreement") is made on Date ("Effective Date"), by and between CEFIA Solar Services, Inc ("CSS"), an indirect non-wholly owned subsidiary of the Connecticut Green Bank ("Green Bank"), a quasi-public agency of the State of Connecticut, having its business address at 75 Charter Oak Avenue, Suite 1-103, Hartford, CT 06106, and XXXX ("Consultant"), having its business address at XXXXXXXX. CSS and Consultant together are the Parties and each individually is a Party to this Agreement.

WHEREAS, CSS seeks to obtain corrective maintenance services for those solar PV systems installed at the premises of the SL2/SL3 Portfolio Sites or any other site owned/operated by CT Green Bank or its subsidiaries;

WHEREAS, Consultant provides operations and maintenance services that meet the needs of CSS

NOW, THEREFORE, Consultant and CSS desire to enter into an arrangement, intending to be legally bound, agree as follows:

1. **Scope of Services.** Consultant shall provide CSS with professional services ("Work"), including, but not limited to, the Work detailed in the Attachments identified below.

Attachment A - Scope of Services

Attachment B - Insurance Requirements and Instructions

2. **Period of Performance.** CSS agrees to retain Consultant, and Consultant agrees to perform the Work under this Agreement, beginning on the Effective Date and ending twelve (12) months from the Effective Date ("Period of Performance"), unless earlier terminated in accordance with Section 8 of this Agreement. The Parties can extend the Period of Performance only by a written amendment to this Agreement signed and dated by CSS and Consultant.

3. **Payment.** CSS agrees to pay Consultant for the Services performed within the Scope of Services of this Agreement, but in an amount not-to-exceed XXXXX inclusive of hourly fees and any other expenses.

THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT CAN BE MODIFIED BY THE PARTIES ONLY BY A WRITTEN AMENDMENT SIGNED AND DATED BY CSS AND CONSULTANT PRIOR TO ANY WORK TO BE PERFORMED BY CONSULTANT WHICH WOULD RESULT IN PAYMENTS IN EXCESS OF THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

4. **Invoices.** Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees and expenses. Out of pocket expenses shall be billed at cost with receipt except as provided in Attachment B. Expenses above \$75.00 are subject to CSS's prior written approval. All invoices shall be subject to CSS's approval for

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conformity with the terms and conditions of this Agreement. For approved invoices, CSS will pay Consultant within thirty (30) days of receipt by CSS of an invoice. Consultant agrees to include the PSA #, which can be found at the top of this Agreement, on all invoices submitted to CSS in connection with Work performed under this Agreement. Invoices shall be emailed to aminvoices@ctgreenbank.com OR submitted to:

Connecticut Green Bank, Manager of CEFIA Solar Services, Inc
75 Charter Oak Avenue
Suite 1-103
Hartford, CT 06106
Attn: Accounts Payable Department

UNDER NO CIRCUMSTANCES WILL CSS ACCEPT INVOICE(S) SUBMITTED BY CONSULTANT WHICH THE TOTAL AMOUNT OF THE INVOICE(S) EXCEEDS THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

5. Subcontracting or Assignment. Consultant shall not subcontract, assign, or delegate any portions of the Work under this Agreement to any other person or entity not identified in Section 3, above, without prior written approval from CSS.

6. Independent Contractor. Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of CSS except within the Scope of Work of this Agreement or any other active agreements between CSS and Consultant.

7. Disclosure of Information. Consultant agrees to disclose to CSS any information discovered or derived in the performance of the Work required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to CSS without the prior written permission of CSS, unless such information is otherwise available in the public domain.

8. Termination. (a) This Agreement may be terminated by either Party giving ten (10) business days prior written notice to the other Party. In the event of such termination, CSS shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed prior to the date of termination.

(b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by CSS, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to CSS or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. CSS will pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If CSS terminates this Agreement for cause, then CSS will be entitled to offset the cost of paying the Contractor for the additional resources the

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Contractor utilized in providing transition assistance with any damages CSS may have otherwise accrued as a result of said termination.

9. Indemnification and Limitation of Liability. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CSS, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

10. Quality of Service. Consultant shall perform the Work with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement within workmanship warranty.

11. Severability. In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

12. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.

13. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Connecticut. All disputes which arise in connection with, or in relation to, this Agreement or any claimed in breach thereof shall be resolved, if not sooner settled, by litigation only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject only to the authority of the Court in question to order changes of venue. To this end, Consultant waives any rights it may have to insist that litigation related to this Agreement to which Consultant is a party be had in any venue other than the above court, and covenants not to sue CSS in court other than the above courts with respect to any dispute related to this Agreement.

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14. Non-Discrimination.

- a. For purposes of this Section, "Contractor", "contractor" and "Consultant" shall have the same meaning, "Contract", "contract" and "Agreement" shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
 1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission").
 3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

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5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- c. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
 4. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- d. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

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15. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant makes the representations set forth in the Consulting Agreements Representation (OPM Form 2) attached hereto.

16. Occupational Safety and Health Act Compliance. Consultant certifies it (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the Agreement, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the Agreement.

17. Campaign Contribution Restriction and Certification. For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf. The Consultant makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto.

18. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Consultant, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Consultant, (B) any principals and key personnel of the Consultant, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Consultant or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Consultant, or agent of the Consultant or of such principals and key personnel, knows of any action by the Consultant to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Consultant to provide a gift to any such public official or State employee; and

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- c. That the Consultant submits bids or proposals without fraud or collusion with any person.

19. Large State Contract Representation for Official or Employee of Quasi-Public Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the CSS official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

20. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the CSS has provided to the Consultant the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Consultant represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Consultant shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

21. Iran Energy Investment Certification.

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Consultant certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Consultant makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

22. Limitation on Recourse. All liabilities and obligations of CSS under this Agreement are subject and limited to the funding available under Connecticut law.

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23. Non-impairment and Assessment. As a further inducement for the Consultant to enter into this Agreement, subsection (h) of section 16-245n of the Conn. General Statutes is incorporated into this Agreement.

24. Freedom of Information Act. CSS is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by CSS pursuant to an FOIA request, Consultant should specifically and in writing identify to CSS the information that Consultant claims to be exempt. Consultant should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Consultant acknowledges that (1) CSS has no obligation to notify Consultant of any FOIA request it receives, (2) CSS may disclose materials claimed by Consultant to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) CSS may in its discretion notify Consultant of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but CSS has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Consultant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall CSS or any of its officers, directors, or employees have any liability for the disclosure of documents or information in CSS’s possession where CSS, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

25. Execution and Facsimile. This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, shall together constitute but one and the same agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CEFIA SOLAR SERVICES, INC

By: _____
Bryan T. Garcia, Duly Authorized

XXXXX

By: _____
XXXXX

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STATE OF CONNECTICUT
CONSULTING AGREEMENT REPRESENTATION

Representation to accompany a purchase of service contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b).

INSTRUCTIONS:

Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Mark the fields below with "Not Applicable (N/A)". Sign and date the form on the second page in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency at the time of contract execution.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

SIGNATURE AND NOTARIZATION ON NEXT PAGE

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Contractor

Contractor Name: _____

Name of Signatory (print): _____

Title of Signatory: _____

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public

My Commission Expires

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**STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION**

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

☒ **Initial Certification**

☐ **Updated Certification because of change of information contained in the most recently filed certification.**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

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Contribution
Date

Name of Contributor

Recipient

Value

Description

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

_____ My Commission Expires



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Attachment A: Scope of Services

1. Base Scope (Firm Fixed Pricing)

- 1.1. Consultant will provide and utilize a computerized maintenance monitoring system (CMMS) to track all active and historic work, and other key asset information. CMMS records shall be available in real time for CSS review through a web portal.
- 1.2. Consultant agrees to have weekly meetings with CSS staff and 2 service managers to discuss any portfolio updates and action items.
- 1.3. Consultant agrees to prioritize work orders and corrective maintenance based on safety, production, and when call was received in coordination with CSS
- 1.4. Consultant agrees to provide all necessary management and oversight of their service team to enable them to mobilize to a project as soon as possible and provide the best corrective solution.
- 1.5. Consultant will provide information/reports from the CMMS upon request, with form and content of such information/reports reasonably satisfactory to CSS.
- 1.6. Consultant will provide customer service including but not limited to
 - 1.6.1. Monitoring services performed by qualified personnel to review all monitoring portals to identify issues for corrective maintenance. Expected effort to perform this task is ½ hour per workday.
 - 1.6.2. Direct communication with site owners to schedule work.
 - 1.6.3. Scheduling and labor management services to complete work
 - 1.6.4. Basic desktop analysis to review alerts, site drawings, and develop a basic response plan.
 - 1.6.5. Track last visit for each site that have not been visited in a reasonable timeframe.
 - 1.6.6. Consultant will not charge an additional fee for normal and reasonable efforts necessary to perform customer service and basic desktop analysis.**
 - 1.6.7. CSS may approve of additional fees for efforts above and beyond reasonable expectations outlined in Base Scope above, at CSS's sole discretion explicitly authorized by CSS in writing. Examples of such tasks are outlined in the Corrective Maintenance (Time and Material) scope below.**
- 1.7. Basic Inventory management to record and track CSS owned materials in Consultant's possession.
- 1.8. Warehousing of materials will be charged at the rate set forth in Exhibit B
- 1.9. Consultant will provide individual itemized invoices that reflect the correct PSA labor and material rates along with the necessary RMA documents for all Assurant related work orders to ensure reimbursement will be made by CSS's insurance provider.

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2. Corrective and Preventative Maintenance (Time and Material)

- 2.1. Consultant will perform corrective and preventative maintenance at time and material rates as set forth in attachment B for Corrective Maintenance.**
- 2.2. Corrective maintenance includes any necessary repairs or replacement to mitigate any risk to the system, improve performance or minimize down time. Consultant will share site inspection reports, photos, and any documentation in CMMS.
- 2.3. Consultant agrees to procure equipment needed for corrective maintenance upon request and manage the processing of such procurement tasks as part of the markup on materials.
- 2.4. Consultant agrees to assist with the coordination of sub-contractors and rentals needed for corrective maintenance as part of the markup on sub-contracted work and rentals.
- 2.5. Special Customer Service and Desktop Analysis – such charges shall be supported by a description of efforts made in associated invoice.
 - 2.5.1. Consultant agrees to provide assistance to CSS for making and managing warranty claims including providing necessary documentation such as explanation/descriptions, inspection reports, photos needed for submission to a manufacturer, and a manufacturer contact if available.
 - 2.5.2. Work with CSS to log work records performed by third parties contracted by CSS. Third parties will not be granted access to the CMMS.
 - 2.5.3. The Consultant will interface and communicate with different meter manufacturers and associated portals such as AlsoEnergy, Enphase, and SolarEdge to maintain remote communications and data integrity.
 - 2.5.4. Extraordinary efforts to analyze and diagnose site issues.
 - 2.5.5. Inspections of systems outside of those listed in Attachment D – Site List (under construction and associated inspection reports.)

3. Terms and Conditions of Scope of Services

- 3.1. Consultant agrees to provide access to their warehouse for storage of CGB needed inventory.
- 3.2. Consultant agrees to dedicate an administrative point of contact for consistent communication with CSS on existing and new work order intake for customers that need corrective or preventative maintenance.
- 3.3. CSS reserves the right to divert corrective maintenance to a third party if the Consultant is not able to perform the work in a reasonable timeframe or at a reasonable cost. In addition, if work exceeds \$10,000 CSS also reserves the right to request firm fixed price bids.
- 3.4. Consultant agrees to provide all records and data of services including all data contained within the CMMS at no additional cost to CSS. CSS shall retain ownership of the aforementioned data.
- 3.5. Consultant agrees to provide a not to exceed completion date for all corrective maintenance work.
- 3.6. Workmanship Warranty Consultant will provide CSS with a one-year workmanship warranty. For the warranty period, the Consultant will replace any defective part and

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correct any problem connected with its work (installation, maintenance, or service) onsite. The time spent determining the problem and repairing or reinstalling the defective part(s) is also covered under this warranty.

3.7. Response Time:

Type	Description	Response Time (hours)
Level 1	Safety Issue	24 (from time of notice)
Level 2	System Outage	24 (within normal business hours)
Level 3	Over 50% Out	48 (within normal business hours)

ATTACHMENT B: INSURANCE REQUIREMENTS AND INSTRUCTIONS

Consultant must obtain, at their own expense, all the insurance required described in this Attachment, and acceptable evidence of such insurance must be properly furnished to CSS.

All subcontractors are subject to the same requirements. Consultant shall obtain acceptable evidence of insurance from all subcontractors.

Consultant's general liability policy must be endorsed with ISO Endorsement CG 20 38 04 13 (or equivalent) *and* ISO Endorsement CG 20 37 (or equivalent). These form numbers must be specifically referenced on the certificate of insurance and copies of the endorsements from the policy must be attached to the certificate. If Consultant's insurance company uses a different form to provide additional insured status on your policies, copies of those forms must be provided in advance with the insurance certificate for review and approval by CSS. All coverage must be primary and noncontributory as to the described additional insureds.

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance", plus copies of required additional insured endorsements. Certificates should be sent as required to CEFIA Solar Services, Inc. / 75 Charter Oak Avenue, Suite 1-103 / Hartford, CT 06106. Telephone: (860) 563-0015, Email: solarassetmanagement@ctgreenbank.com.

Consultant and subcontractors are required to keep current insurance certificates on file with CSS at all times. Replacement certificates must be furnished *prior to the expiration or replacement* of referenced policies. Consultant and subcontractors are required to provide 30 days advance notice to CSS of cancellation or nonrenewal of described policies.

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Consultant shall maintain the following types and amounts of insurance:

Commercial General Liability (CGL)	<p>Minimum limits of \$1,000,000 per occurrence/ \$2,000,000 aggregate bodily injury/property damage or the full per occurrence and aggregate limits of the policy, whichever is greater, on policy form ISO CG 00 01 or equivalent acceptable to and approved by CSS.</p> <p>CT Solar Lease 2 LLC, Firststar Development, LLC, CEFIA Solar Services, Inc., or other parties in interest as identified by CSS must be named as "additional insured" on Consultant's CGL policy with ISO endorsement CG 20 38 04 13 <i>and</i> ISO endorsement CG 20 37 or equivalent acceptable to and approved by CSS. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.</p> <p>All coverage provided under this section must be primary and noncontributory as provided by ISO endorsement CG 20 01 04 13 or equivalent acceptable to and approved by CSS. The Aggregate limit must apply per job/project. Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.</p>
Automobile Liability	Minimum limits of \$1,000,000 per accident for bodily injury/property damage, including hired & non-owned vehicles
Workers' Compensation Employers Liability	<p>Statutory</p> <p>\$1,000,000 each accident</p>
Umbrella Liability	Minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate during construction and operations. Excess over underlying limits described above. Umbrella/excess liability policies must follow form with underlying policies described above.
Professional Liability	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Property (Inland Marine)	<p>Installation Floater insuring property to be installed while in transit, at off-site storage, on site awaiting installation and after installation until job completion and acceptance by owner.</p> <p>All risk or Special form, replacement cost valuation, no coinsurance</p> <ul style="list-style-type: none">• CEFIA Solar Services, Inc ("CSS"), CEFIA Holdings LLC, CT Solar Lease 2 LLC and CT Solar Lease 3 LLC, Connecticut Green Bank Firststar Development, LLC must be named as additional insured and Loss Payee on this policy.

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Insurance Requirements

Consultant agrees to furnish and perpetually maintain, at their own expense, the described policies of insurance. Insurance must be primary and noncontributory by Developer and subsidiary or related entities, must be written in an insurance company A.M. Best rated as "A-VII" or better, and CSS and subsidiary or related entities must be endorsed to the policy(ies) as an additional insured. Consultant further agrees that any subcontractor they intend to use on CSS assigned work will be required to submit to the same indemnity and insurance requirements as described here. Consultant shall obtain insurance certificates stating that both Consultant and CSS shall be endorsed to the subcontractor's insurance policies as additional insured as described here.

Certificates of Insurance

Prior to Consultant's offering any Customer leasing options available from CSS, Contractor will provide to CSS a certificate of insurance indicating, specifically, the existence of those coverages and limits described and required above. The insurance certificate must specifically indicate that the entities described are properly named on the described policies as "additional insured" or loss payee as required for the coverage's afforded, and a copy of the actual policy endorsement that adds them as an additional insured must be attached to the certificate. It is also the duty of the Contractor to provide renewal or replacement certificates and endorsements to CSS upon renewal or new placement of any insurance policy which may expire or renew during the term of any project or engagement, and to give CSS thirty (30) days' notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of CSS, the Contractor shall furnish to CSS for its examination and approval of such policies of insurance with all endorsements, or copies thereof, certified by the agent of the insurance company.

Insurance Amounts Not a Limit of Liability

The amount of insurance contained in this exhibit shall not be construed to be a limitation of the liability on the part of the Consultant or any of its subcontractors or limit the rights of CSS under the Agreement.